



OTUS RESELLER TERMS AND CONDITIONS **FOR APPLICABLE BOCES SUBSCRIBERS**

Each of Discovery Education, Inc.'s ("*Discovery*") and Otus, LLC's ("*Otus*") services and products are governed by their respective provider's terms and conditions, and the responsibilities for performance and support remain separate.

Discovery Education Terms

The use of the Discovery suite of services shall be governed by the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("*Standard Terms*").

Otus Terms

Subscriber acknowledges and agrees that Discovery is a reseller of Otus' services and products (collectively, the "*Otus Platform*") that Subscriber has purchased. Subscriber's use of the Otus Platform is governed solely by and shall be subject to the Otus Terms of Service available at <https://otus.com/terms-of-service/>, including without limitation by the Otus privacy policy and data processing addendum incorporated therein by reference (collectively, "*Otus Terms*"), to which a subscriber must accept as a condition of using the Otus Platform.

Subscriber acknowledges receipt of and agreement to the Otus Terms, which is a distinct license agreement solely between Otus and Subscriber, in its entirety. Subscriber acknowledges and agrees that its rights to access and use the Otus Platform are subject to its direct relationship and separate agreement with Otus. Subscriber must direct, address, and resolve any claims, concerns, or disputes related to the Otus Platform directly with Otus in accordance with the Otus Terms. Subscriber hereby agrees that Otus and Discovery are each your processor but are not controllers over one another in processing data collected from or about Subscriber or Subscriber's data subjects. As such, both Otus and Discovery shall only be responsible for assisting Subscriber in the fulfillment of data rights requests under applicable law for data directly stored within their systems, and not with respect to data stored on each other's systems or elsewhere. Discovery will perform its contractual obligations and process data pursuant to those obligations entirely independently of Otus.

The inclusion of the Otus Platform in Subscriber's purchase of the Discovery services is for Subscriber's convenience only. Otus shall provide product support and provisioning for the Otus Platform. Discovery is not responsible for the performance, support, availability, quality, or functionality of the Otus Platform, nor any claims arising or relating to or from its use. Discovery makes no representations or warranties and provides no indemnification of any kind with respect to the Otus Platform. Discovery and Subscriber agree that Discovery shall bear no liability pertaining to Subscriber's use of the Otus Platform, and that Subscriber remains fully liable for any claims initiated by Subscriber's data subjects.

Additional Documentation

Subscriber acknowledges and hereby agrees that it is solely responsible for obtaining, and hereby represents and warrants that it has obtained all necessary consents, will provide any required notices, and will satisfy its legal obligations as a controller for the personal information being processed (including with respect to, to the extent applicable, the Children's Online Privacy Protection Act, the Family Educational Rights and Privacy Act, U.S. state comprehensive privacy laws, and any other applicable law). Consents from data subjects that Subscriber obtains should authorize and direct Discovery and Otus, as applicable, to share Subscriber's data between each of Otus and Discovery to facilitate Subscriber's access to and use of the Otus Platform and for the purposes set forth in the Standard Terms and Otus Terms. To effectuate such data sharing, Subscriber must execute any documentation required by Discovery and Otus, including entering into a Data Sharing Agreement among Discovery, Otus, and Subscriber, to further memorialize such authorization and consent to data sharing and transfer. In the event of any conflict between the terms in these Otus Reseller Terms and Conditions and any of the Otus Terms or Standard Terms, these Otus Reseller Terms and Conditions shall control and prevail.

These Otus Reseller Terms and Conditions, along with the Standard Terms and the Otus Terms, constitute the entire agreement between Subscriber and Discovery on the one hand, and Subscriber and Otus on the other hand, for performing their respective contractual obligations described herein.